

MODEL HOME AGREEMENT

(Tentative Tract #37219)

This Agreement is made and entered into this 23 day of JANUARY, 2019 by KB HOME COASTAL INC. whose business address is 36310 INLAND VALLEY DR., WILDMAR, CA 92595, hereinafter referred to as the "Builder", for the benefit of the City of Riverside, hereinafter referred to as "City".

WHEREAS the Builder has purchased and owns real property which it is currently subdividing under Tentative Tract #37219, hereinafter referred to as the "Property" and legally described in Exhibit A, attached hereto and incorporated herein by this reference and

WHEREAS the Builder desires to construct 2 Model homes ("Models") on Lots 3 and 5 on the Property as shown on Exhibit B which is attached hereto and incorporated herein by this reference, prior to the recordation of a final map for Tract #37219.

NOW, THEREFORE, the Builder hereby agrees that the Models will be used solely for the purpose of display and sale of similar dwelling units to be constructed within Tract #37219 and that such Models shall not be sold or otherwise occupied for residential purposes until a final map is recorded creating a separate legal lot for each model home constructed thereon.

The Builder agrees that all applicable fees for Lots 3 and 5 of Tract #37219 shall be paid prior to the issuance of building permits for the construction of the Models.

The Builder further agrees that in the event a final map creating a separate legal lot for each Model is not recorded by May 1, 2019, the Builder shall immediately demolish and remove such Models constructed on the Property, including any access paving or parking lot. However, three subsequent one-year time extensions may be granted by the City Planning Commission upon request by the Builder. Application for a one-year time extension must be made prior to the expiration date of the map. No time extension may be granted for applications received after the expiration date of the map.

It is further understood and agreed that upon default of any obligation hereunder, and at any time after any such default, the City may make written demand upon the Builder to immediately remedy the default or complete the demolition of the Models and all removal work. If the remedial activities or completion of work are not commenced within seven days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty days after the making of such demand (or such other time as may be contained in the demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgement of the City may be required, all at the full expense and obligation of the Builder and all without the necessity of giving any further notice to the Builder before the City performs or arranges for the performance of any remaining work and whether or not the

Builder has done any of the required work at the time. In the event the City elects to complete or arrange for completion of the remaining demolition and removal work, the Planning Director, upon such election, may require all work by the Builder to cease in order to permit adequate coordination by the City for completing the remaining work.

If the Builder fails to demolish and remove the Models as required by this Agreement or fails to comply with any other obligation contained herein, the Builder shall be liable to the City for any administrative expenses, costs and attorney's fees including demolition of the models, incurred in obtaining compliance with this Agreement and such expenses, costs and fees incurred in processing any action for damages or for any other remedies permitted by law.

It is further understood and agreed that for the purpose of the City or its contractor demolishing and removing the Models and other improvements, the Builder hereby grants an irrevocable right of entry to the City, its officers, employees, agents and contractors to enter upon the Property and to demolish and remove the Models and any access paving or improvements.

It is agreed that all work done pursuant to this Agreement shall conform to the rules and regulations of the City of Riverside at the time the work is actually done. Demolition permits shall be obtained prior to the demolition of any Model home.

For the purpose of enforcing this Agreement, the term "City" includes the City Council, the City Manager, the City Attorney, the Planning Director, or any of them, or any of their authorized representatives.

[Signatures on Next Page]

IN WITNESS WHEREOF the Builder has caused this agreement to be executed the day and year first written above.

“Builder”

[Builders name as shown on vesting deed]

By: _____

Printed Name HEIDI McBROOM

Title DIRECTOR

By: _____

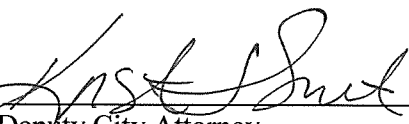
Printed Name _____

Title _____

APPROVED AS TO CONTENT

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Deputy City Attorney